

Model Conditions for an Architectural Competition

PREFACE

Architectural competitions

While there is growing recognition of the intrinsic, long-term value of design, options for the procurement of architectural services are expanding, and the roles and responsibilities of all key players in the design and construction process are undergoing constant change.

An architectural competition, when conducted appropriately, can generate a broad range and high level of innovation in design solutions. However, if the competition process is flawed, there can be significant negative outcomes for all participants – sponsors/clients, entrants, jurors and advisers.

There is therefore a need for clarity, consistency and equity in the conduct of architectural competitions as part of the procurement process.

Policy framework

The Australian Institute of Architects (the Institute) has established a detailed policy on architectural competitions. The policy clearly articulates a set of principles and performance requirements that represent the Institute's position on good practice in the conduct of architectural design competitions in Australia.

The policy is available at: www.architecture.com.au >About Us >Policy & advocacy.

The policy sets out high level, in-principle criteria only. It is not a 'how-to' guide. To assist those proposing to run an architectural competition, the Institute has prepared two companion documents to the policy:

- *Guidelines for the Conduct of Architectural Competitions*
- *Model Conditions for an Architectural Competition (ie. this document)*

The Policy, the Guidelines and this Model Conditions document are complementary. Information provided in one is not generally repeated in another, except where greater clarity results from doing so. However, users of the Model Conditions and the Guidelines must refer to the Policy to ensure they have a complete picture of all relevant matters.

Guidelines

Guidelines for the Conduct of Architectural Competitions provides details of the considerations and tasks typically required to plan and implement an architectural competition in line with the Institute's policy. Information is provided in the form of responses to frequently asked questions, and as a series of checklists for those organising an architectural competition.

Details are also provided on how to engage with the Institute's endorsement process for prospective architectural competition Sponsors.

This document

One of the more challenging aspects in the conduct of an architectural competition is establishing fair, equitable and appropriate rules. This document, *Model Conditions for an Architectural Competition*, provides a template set of rules that can be easily adapted, as required, for most typical competitions. Using the model conditions as the basis of an architectural competition assists in ensuring a high level of compliance with the Institute policy, and thus an easier pathway to Institute endorsement.

This document is configured for a 3-stage competition. Where it is being used for a single-stage competition, sections 6 and 7 should be deleted entirely. Where it is used for a 2-stage competition, section 6 should be deleted. In each case, other sections should be renumbered and edited to suit.

Using the Model Conditions

Competition sponsors are free to adapt these model conditions to create a set of project-specific conditions. The template provides for the insertion of relevant project information at particular points, and in some cases for the selection of one provision from a number of options. As far as possible, however, leaving standard clauses unamended will expedite and simplify the Institute endorsement process and give greater confidence to architects entering the competition.

Where the model conditions have been used as the predominant basis of the conditions for a particular competition, the conditions must include a statement to that effect.

Jurisdiction

These model conditions, consistent with the Institute's policy, are primarily applicable to architectural competitions conducted within Australia, irrespective of the location of the project or site.

However, while some aspects may be inconsistent with practices, regulations and requirements outside Australia, there is no formal restriction on use for architectural competitions conducted elsewhere.

Disclaimer

The use or adaptation of these model conditions is entirely at the risk of the Sponsor and/or Client of the relevant architectural competition. The information provided is general and may not be applicable for all types, sizes and configurations of architectural competition. The provisions suggested may or may not be sufficient to comply with the laws and regulations of all relevant jurisdictions. Competition Clients and Sponsors must thus obtain their own separate legal advice regarding the completeness or compliance of their particular competition conditions.

The Australian Institute of Architects accepts no liability whatsoever for any loss or damage suffered directly or indirectly by any party as a result of using, relying on or adapting the information or content provided in these model conditions.

COVER PAGE

Project

Project name and competition type

< Insert project name and configuration (eg. "Ideas Competition for New Smithtown Municipal Library")

Client

Name of Client

< Insert name of Client

Location

Location of project site

< Insert basic details of site location (eg. Smithtown NSW). Precise address details are provided in body of document.

Professional Adviser

Name of professional adviser

< Insert name of professional adviser

Date

Date of issue

< Insert launch date of Competition

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1 OVERVIEW

Notes/instructions

1.1 Project objective

< Insert text >

< Insert a very brief outline of the project details and the Client's vision for the Project.

1.2 Invitation

< Client name > invites eligible entrants to participate in this *Competition*, in accordance with these *Conditions* and the details set out in the related documents shown in **Appendix A**.

< Insert Client name.

1.3 Basis of these Conditions

These *Conditions* are based on the *Model Conditions for an Architectural Competition*, published by the Australian Institute of Architects (the Institute). All relevant provisions of the model conditions are included unamended, except where amendment is required to accommodate specific requirements of this *Competition*.

The *Conditions* are consistent with the provisions of the Institute's 'Architectural Competitions Policy'.

1.4 Competition purpose

This is a *Project Competition*. Its aim is to select the design that best responds to the project brief. It is the *Client's* intention to engage the author of the winning design to develop the design and complete the Project (subject to these *Conditions*).

< Delete one of these two paragraphs, as applicable.

This is an *Ideas Competition*. Its aim is to explore major design issues and opportunities for the subject site. It is not the *Client's* intention to engage the author of the winning design to develop the design and complete the *Project*.

1.5 Competition eligibility

Detailed eligibility criteria are provided in **Section 4**.

This is an *Open Competition* and does not limit eligibility of Entrants, other than the broad requirement that entrants must be < insert broad eligibility criteria, for example "architects or graduates/students of architecture" or "a team that includes an architect, a planner and an artist." >

< Delete paragraph if not applicable.

This is a *Limited (open) Competition*, with eligibility limited to < insert details of a defined section of a specific cohort, for example "architects based in Sydney" or "architects with demonstrated experience in hospital design." >

< Delete paragraph if not applicable.

This is a *Limited (select) Competition* with eligibility limited to a specific group of participants, from which a final group of *Entrants* will be selected, based on criteria set out in **Section 4**.

< Delete paragraph if not applicable.

This is a *Select Competition* with eligibility limited to a small group of *Entrants* selected directly by, or on behalf of, the *Client*.

< Delete paragraph if not applicable.

1.6 Competition staging

This *Competition* is a < [single/two/three](#) > stage competition. Specific details and conditions for each stage are set out in **Sections 6, 7 and Error!** Reference source not found..

< *Select option and edit text as required.*

The *Competition* stages are:

- A. *Expression of Interest (EOI) Stage:* Entrants are required to submit details of relevant qualifications, background and experience only, which will determine the list of entrants invited to participate in the next stage.
- B. *Initial Concept Stage:* Entrants are required to prepare an initial design for assessment by the *Jury*, which will determine the short-list for progression to the final stage.
- C. *Final Concept Stage:* Entrants are required to prepare a final design for assessment by the *Jury*, which will determine the winning entry.

< *Delete or amend paragraph as appropriate for specific competition.*

< *Delete, amend or renumber paragraph as appropriate for specific competition.*

< *Amend or renumber paragraph as appropriate for specific competition.*

1.7 Endorsement by Australian Institute of Architects

This *Competition* has been formally endorsed by the *Australian Institute of Architects* (the Institute).

< *Delete entire clause if endorsement has not been formally confirmed.*

Institute *Endorsement* is given for an *Architectural Competition* that complies with the Institute's 'Architectural Competitions Policy,' in at least the following provisions:

- All entrants are treated equitably
- All entries are anonymous (where applicable)
- Submission deliverables are minimised
- Conflict of interest is prohibited
- Fee proposals are separate and limited to a prescribed range
- The author of the winning design is to be engaged as the project architect (where appropriate)
- Prize money and honoraria are specified to be paid within a reasonable time
- A majority of entrants are Australian-based
- Intellectual property and moral rights of entrants are protected
- The Institute is notified of any material change to *Competition* conditions or process
- The Institute is provided with a copy of the final jury report at the conclusion of the *Competition*.

2 COMPETITION GOVERNANCE

[Notes/instructions](#)

2.1 Overview

For this *Competition*, the *Client* has appointed a *Sponsor*, who has overall responsibility for the conduct of the *Competition*.

< edit as appropriate

The *Sponsor* has established an *Organising Committee* and appointed a *Professional Adviser* and a *Probity Adviser*, who together are responsible for the governance of the *Competition* and who each undertake to:

- act in accordance with and ensure compliance with these conditions;
- make no attempt to unfairly or inappropriately influence the *Jury* process or any member of the *Jury*, and
- accept the decision of the *Jury* as final.

2.2 Client

The *Client* is: < insert >

< insert details where indicated

The *Client* is represented by: < insert >

2.3 Client obligations

The *Client*:

- authorises the *Sponsor* to conduct this *Competition*, to make all required decisions and determinations in relation to it, and to make all required payments to participants;
- will promptly inform the *Professional Adviser* or *Probity Adviser* of any actual, potential or perceived conflict of interest, and
- will engage the winning *Entrant* as architect for the full scope of consultancy services specified in these conditions.

2.4 Sponsor

The *Sponsor* is: < insert >

< insert details where indicated

The *Sponsor* is represented by: < insert >

< delete all references to Sponsor if Client and Sponsor are the same

2.5 Sponsor obligations

The *Sponsor*:

- has the authority of the *Client* to conduct this *Competition*, to make all required decisions and determinations in relation to it, and to make all required payments to *Competition* participants;
- will promptly inform the *Professional Adviser* or *Probity Adviser*, where applicable, of any actual, potential or perceived conflict of interest;
- will ensure payment of all prize money, honoraria or fees, in accordance with these *Conditions*, and
- will ensure award of any commission required by these *Conditions*.

2.6 Organising Committee

The members of the *Organising Committee* for the *Competition* are:

- < insert >

< insert list of names and related organisations where indicated

2.7 Organising Committee obligations

The *Organising Committee*:

- is responsible for general oversight of the *Competition*;
- will review and affirm the details contained in all *Competition* documents before they are released publicly, and
- will provide relevant advice to, and endorse decisions of, the *Sponsor* or *Professional Adviser* when requested to do so.

2.8 Professional Adviser

The *Professional Adviser* is: < insert >

< insert details where indicated

2.9 Professional Adviser obligations

The *Professional Adviser*:

- is authorised by the *Sponsor* to prepare and coordinate this *Competition* and to make all necessary decisions and determinations in relation to it;
- will ensure anonymity of entries, where required by these conditions;
- will ensure that confidentiality is maintained throughout the *Competition*;
- will ensure that all entries comply in all respects with these conditions, and disqualify (in consultation with the *Probity Adviser*, where applicable) any entry that does not comply;
- will ensure that *Entrants* have the opportunity to ask questions and receive answers to all questions asked by *Entrants*;
- will promptly notify *Entrants* (and where the *Competition* is endorsed, the Institute) of any material change in the *Competition Conditions*, key dates, the *Competition Brief*, or the constitution or identity of any of the key participants, including *Jury* members, and
- must promptly respond and take appropriate action after advice of any actual, potential or perceived conflict of interest.

2.10 Probity Adviser

The *Probity Adviser* is: < insert >

< insert details where indicated

2.11 Probity Adviser obligations

The *Probity Adviser*:

- will ensure the *Competition* is conducted fairly, equitably and with integrity, and
- in conjunction with the *Professional Adviser*, will promptly respond and take appropriate action after advice of any actual, potential or perceived conflict of interest.

2.12 Contact information

Where an *Entrant* needs to communicate with the *Professional Adviser* or *Probity Adviser* in accordance with these *Conditions*, such communication must be in writing, addressed as follows:

Professional Adviser contact information:

< insert name, postal address and email address >

< insert details as appropriate

Probity Adviser contact information:

< insert name, postal address and email address >

< insert details as appropriate

3 COMPETITION INTEGRITY

[Notes/instructions](#)

3.1 Equity of treatment and access

To ensure that all *Entrants* are treated equally and have the same access to participation in the *Competition*, each *Entrant* must:

- comply in all respects with these conditions;
- not act or behave in any way that could bring the *Competition* into disrepute or compromise its integrity;
- not act or behave in any way that could inappropriately influence, or be seen to influence, the *Jury* or any outcome of the *Competition*;
- inform the *Professional Adviser* or *Probity Adviser* of any actual, potential or perceived conflict of interest, and
- cooperate fully with the *Professional Adviser* and the *Probity Adviser* to provide any reasonable information requested, or to assist any investigation into potential breaches of these conditions.

3.2 Authorised communications

Except where these *Conditions* provide otherwise, all communications from *Entrants* or prospective *Entrants*, including questions, complaints and notices required or permitted by these *Conditions*, must be in writing and addressed to the *Professional Adviser*. Contact information is provided in **clause 2.12**.

3.3 Unauthorised communications

Other than as prescribed by these *Conditions*, each *Entrant* must not, in relation to this *Competition*:

- communicate during the *Competition* with any *Jury* member, representative of the *Client* or *Sponsor*, or any *Adviser*;
- make or be associated with any public comment about the *Competition* or another *Entrant*, or
- make public any confidential information obtained in relation to the *Competition*.

3.4 Lobbying or seeking assistance

Entrants must not request anything from the *Client*, *Sponsor*, any *Adviser* or any *Jury* member with the intent of securing preferential treatment, access to information, assistance or advice that is not available to all other *Entrants*.

3.5 Anti-competitive behaviour

Entrants must not engage in any collusion, anti-competitive conduct or similar conduct with any other *Entrant* or person in relation to their entry in this *Competition*.

Only when required by these conditions or when requested or authorised in writing by the *Professional Adviser*, an *Entrant* may form an association with another *Entrant*, for the purpose of collaborating and submitting a joint entry in the final stage of the *Competition*.

An *Entrant* may be immediately disqualified for any collusive or anti-competitive conduct.

3.6 Anonymity and confidentiality

Where these conditions require entries to be submitted anonymously, *Entrants* must take all reasonable steps and do everything required by these conditions to ensure that anonymity of their entry is maintained.

Apart from anything made public by the *Client, Sponsor or Professional Adviser*, all information provided to *Entrants* in relation to the *Competition* is confidential and must be kept confidential, except where the *Entrant*:

- is required by law to provide such confidential information to a court or other responsible authority, or
- is obtaining advice or assistance from its advisers in relation to the *Competition*.

The *Professional Adviser* will ensure the confidentiality of all entries and the designs embodied in them, except where the *Professional Adviser* or *Sponsor*:

- is required by law to provide such confidential information to a court or other responsible authority; or
- is obtaining advice or assistance from its advisers in relation to the *Competition*; or
- makes public submitted materials for the purpose of promotion or exhibition in accordance with these *Conditions*, or
- has obtained the consent of an *Entrant* to make all or part of an entry public.

3.7 Complaints procedure

All complaints in relation to this *Competition* must be directed to the *Professional Adviser*, who will investigate and make a determination in relation to the complaint. Any such determination of the *Professional Adviser* is final.

A complaint must be submitted in writing as soon as practicable after the circumstances that led to the complaint became known. The written complaint must set out, at least:

- the circumstances forming the basis of the complaint;
- the impact of the complaint on the person or organisation making the complaint;
- any other relevant information, and
- the remedy or corrective action desired by the person or organisation making the complaint.

4 ENTRY REQUIREMENTS

Notes/instructions

4.1 Entrant eligibility

At the closing date for entries, *Entrants* must be an individual or a team including an individual who, or practice which, is registered, or eligible for registration as an architect, in < State >.

< insert the Australian state or territory where the project is located.

Teams entering the *Competition* may also include:

- *Graduates*: who must have successfully completed a university course recognised for the purpose of registration as an architect in Australia.
- *Students*: who must be currently enrolled in a university course recognised for the purpose of registration as an architect in Australia.
- *Others*: other collaborative participants such as engineers, cost consultants, builders, artists, graphic designers, etc. who must meet all applicable Australian accreditation or registration requirements for their specific discipline. Where none exist, they must be a member of their relevant professional body.

< delete if not applicable

< delete if not applicable

< delete if not applicable

4.2 Entrant ineligibility

The following are ineligible to enter the *Competition*:

- all *Jury* members and reserve *Jury* members;
- the *Client* and *Sponsor*;
- the *Professional Adviser* and *Probity Adviser*, and any person involved in the preparation or organisation of the *Competition*;
- an elected representative or officer of any relevant consent authority, and
- a family member, associate or employee of any of the above, except where the *Probity Adviser* or *Professional Adviser* formally documents that the *Entrant* has declared the relationship and substantiated, in writing, that the circumstances of the relationship do not give that *Entrant* any actual or potential advantage over other *Entrants*.

4.3 Entrant obligations

In addition to any other obligations set out in these conditions and for the sake of clarity, all *Entrants* in this *Competition* must:

- comply in all respects with these conditions;
- fully complete and sign the Declaration appended to these conditions (**Appendix B**);
- maintain anonymity and confidentiality, where required;
- respect moral rights and copyright of others in relation to development of their entry;
- promptly inform the *Professional Adviser* or *Probity Adviser* of any actual, potential or perceived conflict of interest;
- make no attempt to unfairly or inappropriately influence the jury process or any member of the *Jury*, and
- accept the decision of the *Jury* as final.

4.4 Registration

Registration of prospective *Entrants* is required where a competition is an *Open Competition* or a *Limited (open) Competition*, as set out in **clause 1.5**.

The purpose of registration is:

- to ensure that the individual or team proposing to enter the *Competition* is eligible to do so, and
- to allocate a registration number to each *Entrant*, which must be used as the sole means of identifying the submitted entry.

Where the *Professional Adviser* deems that a prospective *Entrant* is not eligible to enter, the *Professional Adviser* will advise the prospective *Entrant* of the actions required, if any, to achieve eligibility.

To register for the *Competition*, prospective *Entrants* must:

- obtain the Registration Form from < insert details >;
- complete it fully and without amendment, and
- submit the completed Registration Form in accordance with the details specified on it by the date indicated in **clause 5.2** of these conditions.

< insert instructions for obtaining the form, whether in hard copy or online

4.5 Withdrawal of an entry

An *Entrant* may withdraw their entry from the *Competition* at any time before the deadline for submitting entries in the final stage of the *Competition*.

Notice of withdrawal must be given in writing, addressed to the *Professional Adviser*.

An *Entrant* who wishes to withdraw after the deadline for submitting entries in the final stage of the *Competition*, but before the announcement of a winner, may submit a written request to withdraw to the *Professional Adviser*, who, at their sole discretion, may accept or reject the request.

An *Entrant* may not withdraw from the *Competition* after announcement of the winner(s).

4.6 Non-compliant entries and disqualification

Where an *Entrant* fails to comply in any respect with these conditions, the *Professional Adviser* may disqualify the *Entrant*. Such non-compliance may include:

- breach of any obligation in **Section 3** or **clause 4.3** of these conditions;
- not submitting an entry before the deadline or submitting it at a location or in a manner not in accordance with these conditions;
- submitting an entry that does not address all requirements of these conditions or the *Brief*, or
- disclosure of an *Entrant's* identity to the Jury, where anonymity is required.

Where the *Professional Adviser* deems that a non-compliance can be remedied without undue advantage or disadvantage to any *Entrant*, the *Professional Adviser* may request the non-complying *Entrant* to undertake the proposed remedial action and specify the time for it to be complete.

The *Professional Adviser* must promptly notify, in writing, any *Entrant* who has been disqualified or who is required to undertake remedial action to avoid being disqualified.

4.7 Entrant anonymity

Anonymity of *Entrants* is required where the competition is an *Open Competition* or a *Limited (open) Competition*, as set out in **clause 1.5**.

Where anonymity of *Entrants* is required, the only means of identifying the authorship of any entry materials will be the *Entrant's* registration number.

Knowledge of the identity of each *Entrant* and their registration number will be restricted to the *Professional Adviser* and the *Probity Adviser*, where applicable.

To maintain anonymity, all *Entrants* must:

- ensure that their registration number is the sole identifier on all submitted materials, and
- not include any name, brand device, logo or any other identifier on submitted materials that could potentially identify the *Entrant* to the *Jury* or any other person involved in organising the *Competition*.

4.8 Entrant declaration

The *Entrant* must fully complete and sign the Declaration appended to these *Conditions* at **Appendix B**.

4.9 Retention of entries

Entries at every stage of the *Competition* will not be returned to *Entrants*, but may be retained or disposed of by the *Sponsor* or *Client* at their discretion.

Use or publication of submitted entries and the design concepts embodied in them will be in accordance with **clause 11.1**.

5 COMPETITION TIMETABLE

[Notes/instructions](#)

5.1 Overview

The timetable for each stage of the *Competition* is shown below.

Actions and tasks are listed for both *Entrants* (shown with an *asterisk) and for the *Competition* organisers.

Actions and tasks are to be completed not later than the time and date shown. Where no specific time is indicated, the action or task must be completed before the normal close of business on the date shown.

5.2 Registration

The timetable in relation to the Registration process for an *Open Competition* or *Limited (open) Competition* is as follows:

Action/Task	Time/Date	
Launch/announcement of <i>Competition</i>	< insert >	< insert Time/Date details and modify Action/Task information as required.
<i>Competition</i> documents available	< insert >	
*Entrant submission of Registration Form	< insert >	
Issue of Registration Number	< insert >	

5.3 Stage A: Expression of Interest

The timetable in relation to *Stage A Expressions of Interest* is as follows:

Action/Task	Time/Date	
Call for Expressions of Interest	< insert >	< insert Time/Date details and modify Action/Task information as required.
<i>Competition</i> documents available	< insert >	
*Submission of EOI by prospective <i>Entrants</i>	< insert >	
Invitation letter to successful <i>Entrants</i>	< insert >	

5.4 Stage B: Initial Concept

The timetable in relation to *Stage B Initial Concept* is as follows:

Action/Task	Time/Date	
Confirmation of list of <i>Entrants</i> for Stage B	< insert >	< insert Time/Date details and modify Action/Task information as required.
Issue of <i>Competition Brief</i> and any supplementary documents	< insert >	
*Commencement of Stage B entry preparation period	< insert >	
*Commencement of Stage B Q&A period	< insert >	
*End of Stage B Q&A period	< insert >	
Last date for issue of answers to <i>Entrant</i> questions	< insert >	
*Submission of Stage B entries	< insert >	

Completion of evaluation of Stage B entries by Jury < insert >

Announcement of short-list for Stage C < insert >

Payment of honoraria (if applicable) to short-listed Entrants < insert >

5.5 Stage C: Final Concept

The timetable in relation to Stage C Final Concept is as follows:

Action/Task	Time/Date
Confirmation of all short-listed Entrants for participation in Stage C	< insert >
Re-issue of the <i>Competition Brief</i> and any supplementary documents, amended or expanded as required (including a draft Conditions of Engagement)	< insert >
Stage C site visit and briefing meetings	< insert >
*Commencement of Stage C entry preparation period	< insert >
*Commencement of Stage C Q&A period	< insert >
*End of submission period for Entrant questions in Stage C	< insert >
Last date for issue of answers to Entrant questions (Stage C)	< insert >
*Submission of Stage C entries	< insert >
*Presentation of Stage C entries by Entrants to the Jury	< insert >
Completion of technical evaluation of Stage C entries by Technical Panel	< insert >
Completion of evaluation of Stage C entries by Jury	< insert >
Announcement of <i>Competition</i> winner(s)	< insert >
Payment of prize-money and honoraria (if applicable) to short-listed Entrants	< insert >
Completion of Jury report	< insert >
Exhibition of selected entries	< insert >

< insert Time/Date details and modify Action/Task information as required.

6 STAGE A: EXPRESSION OF INTEREST

[Notes/instructions](#)

6.1 Brief and site information – Stage A

Background and site information provided to prospective *Entrants* is general, and sufficient only to permit a broad understanding of the nature of the project and site. More detailed information will be provided for confirmed *Entrants* in the *Competition* prior to Stage B Initial Concept.

6.2 Deliverables – Stage A

Submission of an Expression of Interest for selection as an *Entrant* in this *Competition* shall comprise one A4 document of no more than 10 pages, including:

< edit required deliverables as appropriate.

- the name of the individual or entity expressing interest;
- business contact details of that individual or the prime representative of that entity;
- the names of any other individuals or entities that will comprise the team preparing the entry;
- a brief outline of the broad approach to be taken to the project, and the relevant capabilities of the proponent team (not more than 4 pages total), and
- details of other relevant projects completed by members of the proponent team (not more than 4 pages total).

6.3 Procedure – Stage A

Prospective *Entrants* wishing to express interest in participating in the *Competition* shall:

< insert details of the procedure to be followed to submit the EOI.

- < insert >

6.4 Submission requirements – Stage A

Expressions of Interest must be submitted by the time and date specified in **clause 5.3**. Late submissions may not be considered.

The document must be submitted to:

< insert address, location or electronic submission requirements.

< insert >

6.5 Other specific requirements – Stage A

< insert >

< insert any other specific requirements.

6.6 Judging procedure – Stage A

Evaluation of Expressions of Interest will be undertaken by the *Competition Organising Committee*. The *Jury* will not be involved.

6.7 Evaluation criteria – Stage A

Criteria for evaluation of Expressions of Interest will be determined by the *Competition Organising Committee*, subject to advice from the *Professional Adviser*.

6.8 Stage A questions and answers

All information available to prospective *Entrants* in relation to Stage A submissions is contained in the background briefing document(s) made available as part of the call for Expressions of Interest.

Prospective *Entrants* will not be able to ask for any additional information at this stage.

6.9 Presentation – Stage A

Evaluation of each Expression of Interest will be based entirely on the document submitted. Prospective *Entrants* will not be asked to present in person at this stage.

6.10 Outcomes of Stage A

At the conclusion of Stage A, all who submitted an Expression of Interest will be formally advised whether they have been:

- successful, and will thus be included in the final list of *Entrants* that will be invited to participate in the *Competition*, or
- unsuccessful, and will take no further part in the *Competition*.

6.11 Debrief – Stage A

No explanation, justification or opportunity to seek feedback will be provided to anyone who submitted an Expression of Interest at Stage A, whether successfully or unsuccessfully, except where:

- < insert >

< insert basis for debriefing prospective *Entrants* on outcome, if applicable

7 STAGE B: INITIAL CONCEPT

[Notes/instructions](#)

7.1 Purpose of Stage B

The purpose of Stage B is to develop a broad conceptual approach to the Project. *Entrants* are to investigate and propose, at a strategic level, fundamental site planning outcomes, broad functional planning relationships and a clear architectural and landscape character for the Project.

7.2 Brief and site information – Stage B

The *Competition Brief* for the Project is separate to these *Conditions* and is available for *Entrants* at < [insert details](#) >.

< *insert details as required.*

The *Brief* contains relevant background, contextual and site information, as well as strategic objectives and functional requirements for the Project.

7.3 Stage B questions and answers

During the Stage B Q&A period specified in **clause 5.4**, *Entrants* may ask questions relating to the *Competition* to clarify any aspect of:

- these *Conditions*;
- the *Competition Brief*;
- any background, contextual or site information provided to *Entrants*, or
- any other information considered necessary or desirable to prepare a complying entry.

All questions must be in writing and addressed to the *Professional Adviser*.

The *Professional Adviser* will endeavour to respond to questions within 5 working days of receipt, but in any case, not later than the last date for issue of answers to *Entrant* questions shown in **clause 5.4**.

Details of questions asked and the *Professional Adviser's* response will be provided to all current *Entrants*, except where the question or answer:

- relates to confidential or proprietary information of an *Entrant*, and
- has no impact on the fairness, equity or integrity of the *Competition*.

7.4 Entry deliverables – Stage B

A complying Stage B entry in this *Competition* will comprise the following: < *edit required deliverables as appropriate, depending on the size, scope and nature of the Project.*

- One A3 sheet describing the design strategies, philosophies and approaches used to generate the proposed concept (600 words maximum);
- Three A3 sheets showing the site arrangement, building configuration and design concept utilising plans, sections, elevations and perspectives, and
- One A4 document of no more than 10 pages setting out how the proposed concept meets the technical, functional and budget requirements of the *Brief*; and

- the *Entrant Declaration Form*, fully completed and executed (refer **Appendix B**)

7.5 Submission requirements – Stage B

Each entry must be submitted < only in digital form/in both digital form and hard copy/only in hard copy format > by < insert procedure > to < insert electronic or physical address details >

< edit required submission format, procedure and address details as appropriate.

Digital entry submissions must not exceed 50Mb in total.

7.6 Entry deadline – Stage B

Stage B entries must be submitted by the time and date specified in **clause 5.4**. Late submissions may not be considered.

7.7 Other specific requirements – Stage B

< insert >

< insert any other specific requirements.

7.8 No presentation to Jury – Stage B

Stage B *Entrants* will have no opportunity to present their submissions to the *Jury*.

The documents submitted in accordance with **clause 7.5** above represent the entirety of material that will be available for consideration by the *Jury* at this stage.

7.9 Judging procedures – Stage B

Before the date specified in **clause 5.4**, all Stage B entries will be provided to the *Jury* for evaluation.

Detailed arrangements for the display, assessment and consideration of entries will be agreed by the *Professional Adviser* and the Chair of the *Jury*.

The *Jury* will evaluate the Stage B entries against the Stage B Evaluation Criteria set out in **clause 7.10**.

The *Jury* will be assisted on procedural and organisational matters by the *Professional Adviser*, but the *Professional Adviser* will not participate in the evaluation of entries or in any decisions of the *Jury*.

The *Jury* may seek and obtain advice from any of the nominated *Technical Advisers* to the *Competition*.

7.10 Evaluation criteria – Stage B

Entries will be evaluated by the *Jury* on the basis of the following criteria:

- **conceptual framework:** the underlying principles, values, core ideas and philosophy of the project;
- **public and cultural benefits:** the amenity of the project and its contribution to the public domain;
- **relationship of built form to context:** engagement of the concept with surrounding and pre-existing conditions;
- **program resolution:** functional performance against the *Brief*;
- **cost and value:** effectiveness of cost outcomes in comparison to the budget, and

< edit evaluation criteria as appropriate for the particular competition (criteria shown are indicative only).

- **sustainability:** the benefit to the environment through design.

7.11 Technical and cost assessment – Stage B

The *Sponsor* may appoint particular *Technical Advisers* to provide advice to the *Sponsor*, *Professional Adviser* or *Jury* as and when requested.

Technical advice may be provided in relation to cost, structure or services, sustainable design, specific technical requirements of the *Brief*, or any other matter.

7.12 Outcomes of Stage B

At the conclusion of the *Initial Concept Stage*, all *Entrants* who submitted a complying entry will be formally advised whether they have:

- been successful, and will thus be included in the short-list of < 5 maximum > *Entrants* selected by the *Jury* to participate in the *Final Concept Stage* of the *Competition*, or
- been unsuccessful, and will take no further part in the *Competition*.

< edit number of short-listed entrants as appropriate for the particular competition.

Entrants selected to proceed to Stage C of the *Competition* may be provided with any of the following:

< edit as required.

- revised or additional *Competition Brief* information;
- minor amendments to these *Conditions*, provided that no such amendment will have any substantive impact on the amount of work or time required for *Entrants* to prepare a complying Stage C entry, and
- confidential feedback from the *Jury* outlining any aspects of the *Entrant's* Stage B entry that require clarification or further consideration or refinement.

The names of *Entrants* selected to proceed to the *Final Concept Stage* may be made public.

7.13 Debrief – Stage B

No explanation, justification or opportunity to seek feedback will be provided to unsuccessful *Entrants* after Stage B, except where:

- < insert >

< insert basis for debriefing unsuccessful Entrants on outcome, if applicable

8 STAGE C: FINAL CONCEPT

[Notes/instructions](#)

8.1 Purpose of Stage C

The purpose of Stage C is for *Entrants* to prepare and submit a developed conceptual approach to the *Project*, sufficient to determine a winning entry.

Entrants are to propose a developed architectural and landscape character, a refined concept for site planning outcomes and functional planning relationships, and indicative details, materials and costs for the *Project*.

8.2 Brief and site information – Stage C

The *Competition Brief* for the *Project* is separate to these *Conditions* and is available for *Entrants* at < [insert details](#) >.

< *insert details as required.*

The *Brief* contains relevant background, contextual and site information, as well as strategic objectives and functional requirements for the *Project*.

Additional information may be incorporated beyond information provided at Stage B.

8.3 Stage C questions and answers

During the Stage C Q&A period specified in **clause 5.5**, *Entrants* may ask questions relating to the *Competition* to clarify any aspect of:

- these *Conditions*;
- the *Competition Brief*;
- any background, contextual or site information provided to *Entrants*, or
- any other information considered necessary or desirable to prepare a complying entry.

All questions must be in writing and addressed to the *Professional Adviser*.

The *Professional Adviser* will endeavour to respond to questions within 5 working days of receipt, but in any case, not later than the last date for issue of answers to *Entrant* questions shown in **clause 5.5**.

Questions and the *Professional Adviser's* response will be provided to all short-listed *Entrants*, except where the question or answer:

- relates to confidential or proprietary information of an *Entrant*, and
- has no impact on the fairness, equity or integrity of the *Competition*.

8.4 Entry deliverables – Stage C

A complying Stage C entry in this *Competition* shall comprise the following:

- two < [insert paper size](#) >. sheets describing the design strategies, philosophies and approaches used to generate the proposed concept (1,000 words maximum);

< *edit required deliverables as appropriate, depending on the size, scope and nature of the Project.*

- five < insert paper size >. sheets showing the site arrangement, building configuration and design concept utilising plans, sections, elevations, indicative details and perspectives;
- one A4 document of no more than 20 pages setting out how the proposed concept meets the technical, functional and budget requirements of the *Brief*;
- in a separate, sealed envelope marked only with the *Entrant's* Registration Number, a detailed fee proposal for provision of the services listed in the draft Conditions of Engagement; and
- the *Entrant Declaration Form*, fully completed and executed (refer **Appendix B**)

8.5 Submission requirements – Stage C

Entries submitted in Stage C will not be anonymous, and may include identifying marks, images or words.

< edit required submission format, procedure and address details as appropriate.

Each entry must be submitted < only in digital form/in both digital form and hard copy/only in hard copy format > by < insert procedure > to < insert electronic or physical address details >

Digital entry submissions must not exceed 80Mb in total.

8.6 Entry deadline – Stage C

Stage C entries must be submitted by the time and date specified in **clause 5.5**. Late submissions may not be considered.

8.7 Other specific requirements – Stage C

< insert >

< insert any other specific requirements.

8.8 Presentation to Jury – Stage C

All Stage C *Entrants* are required to present their submissions to the *Jury*.

The dates for presentation are shown in **clause 5.5**. Each *Entrant* will be given at least two weeks' notice of the scheduled time, date and venue for their presentation.

Only material submitted in the Stage B or Stage C entry may form part of the presentation, but the material may be reformatted for ease and clarity of presentation. An *Entrant* who fails to comply with this requirement may be disqualified.

8.9 Judging procedures – Stage C

Before the date specified in **clause 5.5**, all Stage C entries will be provided to the *Jury* for evaluation.

Detailed arrangements for the display, assessment and consideration of entries will be agreed by the *Professional Adviser* and the Chair of the *Jury*.

The *Jury* will evaluate the Stage C entries against the Stage C Evaluation Criteria set out in **clause 8.10**.

The *Jury* will be assisted on procedural and organisational matters by the *Professional Adviser*, but the *Professional Adviser* will not participate in the evaluation of entries or in any decisions of the *Jury*.

The *Jury* may seek and obtain advice from any of the nominated *Technical Advisers* to the *Competition*.

8.10 Evaluation criteria – Stage C

Entries will be evaluated by the *Jury* on the basis of the following criteria:

- **conceptual framework:** the underlying principles, values, core ideas and philosophy of the project;
- **public and cultural benefits:** the amenity of the project and its contribution to the public domain;
- **relationship of built form to context:** engagement of the concept with surrounding and pre-existing conditions;
- **program resolution:** functional performance against the Brief;
- **integration of allied disciplines:** contribution of others, including engineers, landscape architects, artists and other specialists;
- **cost and value:** effectiveness of cost outcomes in comparison to the budget;
- **sustainability:** the benefit to the environment through design, and
- **response to Client and user needs:** additional benefits to owners, occupants and the community, beyond requirements of the *Brief*.

< edit evaluation criteria as appropriate for the particular competition (criteria shown are indicative only).

8.11 Technical and cost assessment – Stage C

The *Sponsor* may appoint particular *Technical Advisers* to provide advice to the *Sponsor*, *Professional Adviser* or *Jury* as and when requested.

Technical advice may be provided in relation to cost, structure or services, sustainable design, specific technical requirements of the *Brief*, or any other matter.

8.12 Fee submission – Stage C

The *Entrant* will submit a fee proposal, in accordance with **clause 8.4**, in relation to each of the architectural services to be provided for the *Project*, as set out in **Appendix C**.

After consultation with the *Professional Adviser* and based on appropriate expert advice, the *Client* will determine a reasonable range within which the fee for architectural services will be acceptable. The fee range will be determined prior to the submission of entries for the *Final Concept Stage*.

The following procedure will then apply:

- At the conclusion of judging, the *Jury* will nominate one *Entrant* as the provisional winner.
- The sealed envelope submitted by that *Entrant* will then be opened by the *Professional Adviser*.
- If the fee proposal is within the pre-determined range, that *Entrant* will be declared the winner.
- If the fee proposal is not within the pre-determined range, the *Client* and provisional winner will negotiate, in good faith, to arrive at a mutually agreed outcome. If this is achieved, the provisional winner will be declared the winner.

- If it is not possible to achieve agreement, the *Jury* will nominate a second provisional winner. The process above will then be repeated until a winning entry is confirmed.

8.13 Outcomes of Stage C

At the conclusion of the *Final Concept Stage*, all *Entrants* who submitted a complying entry will be formally advised whether they:

- are the winner of the *Competition*, or
- have been awarded a second or third prize, or
- have been unsuccessful.

The final design concepts prepared by all *Entrants* in Stage C will be exhibited or published as the *Sponsor* may determine. By submitting a Stage C entry, the *Entrant* confirms their consent to such exhibition or publication.

The *Jury* report prepared after Stage C will be provided to all Stage C *Entrants* and may also be published as the *Sponsor* may determine.

9 COMPETITION JUDGING

[Notes/instructions](#)

9.1 Jury chair

The chair of the *Jury* is < insert name > who is < insert brief title and credentials >.

< insert relevant details

The *Jury* chair is appointed by the *Sponsor*, in consultation with the *Professional Adviser*. The chair is independent of the *Sponsor* and *Client*.

The chair will conduct meetings of the *Jury* and, where the *Jury* has an even number of members, has the casting vote.

The *Jury* chair will determine, in consultation with the *Professional Adviser*, whether decisions of the *Jury* will be by consensus or majority vote.

9.2 Jury members

In addition to the *Jury* chair, other members of the *Jury* are:

< insert name > who is < insert brief title and credentials >

< insert relevant details and adjust the number of *Jury* members as appropriate.

< insert name > who is < insert brief title and credentials >

< insert name > who is < insert brief title and credentials >

< insert name > who is < insert brief title and credentials >

9.3 Jury obligations

The *Jury*:

- will make awards, which are final and which will be made public by the date stated in these *Conditions*;
- will give the number and total monetary value of awards stipulated in these *Conditions*;
- may, but only in exceptional circumstances and after consultation with the *Professional Adviser*, distribute the awards differently to that proposed in these *Conditions*;
- will, where *Entrants* are selected by the *Sponsor*, or in an *Ideas Competition*, award a first prize;
- will finalise its *Jury* report prior to the date for public announcement of the winner, and
- members will remain the same, subject to the need for inclusion of any reserve juror, for all stages of the *Competition* that require evaluation of a design concept.

9.4 Judging procedures

Procedures for evaluating entries at each stage of the *Competition* are set out in:

- **clause 6.6** (Stage A – *Expression of Interest*);
- **clause 7.9** (Stage B – *Initial Concept Stage*), and
- **clause 8.9** (Stage C – *Final Concept Stage*).

9.5 Evaluation criteria

The criteria or basis for evaluating entries at each stage of the *Competition* are set out in:

- **clause 6.7** (Stage A – *Expression of Interest*);
- **clause 7.10** (Stage B – *Initial Concept Stage*), and
- **clause 8.10** (Stage C – *Final Concept Stage*).

9.6 Jury report

The rationale for the *Jury's* decisions will be set out in a formal *Jury* report to the *Sponsor*, signed by all jurors.

The report will be available to the *Sponsor* prior to the public announcement of the winner(s). After such announcement, the *Jury* report will be available to all entrants and, in the interests of transparency and accountability, made public.

10 HONORARIA, PRIZES AND PRIZE MONEY

[Notes/instructions](#)

10.1 Obligation to make payments

The *Sponsor* will ensure that *Entrants* are paid all applicable prize money, honoraria and fees relating to participation in the *Competition*, in accordance with these *Conditions*.

10.2 Honoraria for Entrants

All *Entrants* in a *Select Competition* or in the *Final Concept Stage* of a *Multi-stage Competition* will be paid an honorarium, in addition to the prize money offered and to any fees associated with a post-competition commission.

< Edit as appropriate

< Generally applies only if the competition is *Select, Limited (select) or Multi-stage*.

The amount of the honorarium will be < \$0,000 >, which will be paid within 30 days of the announcement of the winner to all *Entrants* who submit a compliant entry.

< insert amount

10.3 Prizes

Subject to the provisions of **clause 9.3**, the following prizes will be awarded:

- First Prize: < \$0,000 >
- Second Prize: < \$0,000 >
- Third Prize: < \$0,000 >

< edit and insert amounts as appropriate

10.4 Payment of honoraria and prize money

All payments to *Entrants*, whether prize money, honoraria or other payments for compliant participation in this *Competition* will be made within 30 days of the announcement of the winner or of the short-listed *Entrants* selected for participation in the *Final Concept Stage*.

Such payments will be made whether the *Project* proceeds or not and regardless of the award of any commission to an *Entrant*.

10.5 Prize money and professional fees

All prize money and honoraria are payable in addition to agreed professional fees related to any post-competition commission.

10.6 GST

Unless specifically indicated otherwise, all monetary amounts referred to in these *Conditions* are exclusive of GST.

11 PROMOTION AND EXHIBITION

[Notes/instructions](#)

11.1 Use of submitted entries

Provided that all *Entrants* have been paid all prize money, honoraria or fees in accordance with these *Conditions*, the *Entrant* agrees that the *Sponsor* and the *Client* will have the right to use, store, publish or reproduce submitted entry materials in any way relating to the conduct or promotion of the *Competition*.

To this end, the *Entrant* grants the *Sponsor* and the *Client* a world-wide, royalty free, non-exclusive, perpetual, freely transferable, sub-licensable and irrevocable licence to use, edit, and reproduce the *Entrant's* submissions, subject to full and accurate attribution of the *Entrant* in each instance.

11.2 Promotion of the Competition

The *Sponsor*, with the assistance of the *Professional Adviser*, will be responsible for promoting the *Competition*, in relation to:

- the initial invitation or call for entries;
- any public exhibition or publication of submitted entries;
- any community engagement program relating to the *Competition*;
- the announcement of winners and prize recipients, and
- any other promotional activity deemed necessary or desirable as part of the *Competition*.

Where the *Competition* is endorsed by the Institute, the Institute may, at its sole discretion, assist in the promotion of the *Competition* to Institute members.

11.3 Exhibition of entries

The *Sponsor* will arrange for the public exhibition or publication, either physically or online, of all < submitted/compliant/awarded > entries.

< insert criteria for
exhibition as appropriate

All entries considered in the *Final Concept Stage* of the *Competition* will be included in the exhibition or publication.

12 POST-COMPETITION ENGAGEMENT

Notes/instructions

12.1 Client to commission the winner

The *Client* will engage the author of the winning design as the architect for the *Project*.

< *applies only to Project Competitions, not Ideas Competitions.*

Where the author of the winning design cannot demonstrate that they have the capacity, resources or capability to act as the architect for the *Project*, they will be engaged to undertake the commission in association with another architect who is acceptable to both the winner and the *Client*.

< *applies only to an Open Competition*

12.2 Form of contract

The form of Conditions of Engagement for the architect for the *Project* will be < *the current version of the standard [Architect and Client Agreement](#) published by the Institute.* >

< *if necessary, insert alternative Conditions of Engagement based on requirements of the Client*

Schedules and blanks in the Conditions of Engagement will be completed as shown in **Appendix C**.

12.3 Professional fees under the contract

Fees for architectural services for the *Project* will be determined by the process set out in **clause 8.12**

12.4 Other matters relating to Post-Competition Engagement

< *insert* >

< *insert further details as appropriate*

13 GENERAL CONDITIONS

[Notes/instructions](#)

13.1 Intellectual property and copyright

Subject to **clause 11.1**, ownership of all intellectual property rights and copyright in submitted materials and concepts remains with the *Entrant*.

The *Entrant* warrants that in preparing their entry there has been no infringement of the intellectual property rights and copyright of others, and that they have obtained any necessary licences or assignments from third parties.

13.2 Moral rights

In relation to any publication, exhibition or public dissemination of design concepts and other submitted materials, the *Client*, *Sponsor* and *Professional Adviser* will take all reasonable action to preserve the moral rights of the *Entrant*.

The *Entrant* warrants that in preparing, submitting and presenting their entry there has been no infringement of the moral rights of others, except where they have obtained necessary consents, indemnities or licences from affected third parties.

13.3 Entrant costs

The *Client*, *Sponsor* and *Professional Adviser* will accept no responsibility for any costs incurred by an *Entrant* resulting in any way from their participation in the *Competition*.

All costs associated with the preparation and submission of an entry in the *Competition*, including labour, materials, and any indirect costs such as photography, travel and sub-consultant costs must be met by the *Entrant*.

Each *Entrant* will be responsible for any tax implications in Australia or any other jurisdiction arising from the payment of honoraria, prize money, fees or any other payment relating to the *Competition*.

The *Sponsor* may withhold from any payment to an *Entrant* any amount prescribed by law and pay the net amount to the *Entrant* in full satisfaction of such payment.

13.4 Conflict of interest

For the purpose of this *Competition*, a 'conflict of interest' will occur where an *Entrant* or any associate has any business, personal or other relationship that could result in, or could reasonably be perceived to result in, the *Entrant* gaining a benefit not available to all other *Entrants* in the *Competition*.

A 'benefit' for the purpose of this clause includes non-financial benefits or relationships that might not be considered "material" at law.

An actual or potential conflict of interest may be declared by the affected *Entrant*, any other *Entrant*, the *Professional Adviser* or the *Sponsor*.

On becoming aware of any actual or potential conflict of interest, the relevant person must immediately notify the *Professional Adviser* or *Probity Adviser* in writing.

The *Professional Adviser*, on the advice of the *Probity Adviser*, will then determine that:

- the *Entrant* will be required to withdraw from the *Competition*; or
- the *Entrant* may continue in the *Competition*, subject to the *Jury* being advised of the relevant circumstances of the conflict, or
- some other action or actions are required to deal with the conflict.

13.5 Changes to these Conditions

The *Professional Adviser* will promptly notify all *Entrants* of any material change in the *Competition Conditions*, timetable, *Brief*, or the constitution or identity of the *Client*, *Sponsor*, *Advisers* or *Jury* members.

13.6 No liability

The *Sponsor*, *Client*, each Organising Committee member, *Adviser* and *Jury* member will have no liability arising from these *Competition Conditions* or the *Competition*, including (to the extent permitted by law) in relation to:

- rights of the *Entrant* or any associate regarding any alleged misrepresentation in the provision of information as part of the *Competition*; and
- any *Entrant* information, including proprietary or confidential information, designs or other entry material during its submission or at any time while in the possession of the *Competition* organisers.

13.7 Indemnity

The *Entrant* will indemnify the *Sponsor*, *Client*, each Organising Committee member, *Adviser* and *Jury* member and all their respective officers, employees, contractors, agents and associates and keep them indemnified in respect of any loss suffered as a result of:

- breach of these *Competition Conditions* by the *Entrant* or any associate;
- negligence of the *Entrant* or any associate, and
- any unlawful act, omission or fraud of the *Entrant* or any associate.

Such indemnity does not apply to the extent that the loss is caused or contributed to by the *Sponsor*, *Client*, any Organising Committee member, *Adviser* or *Jury* member.

13.8 Governing law and jurisdiction

These *Competition Conditions* are governed by the laws applying in the State of < insert state >.

< insert applicable State
where required

The parties submit to the non-exclusive jurisdiction of the courts of < insert state >.

The *Entrant* must comply with all relevant laws in preparing and submitting their entry and participating in the *Competition*.

14 DEFINITIONS

[Notes/instructions](#)

For the purposes of these *Competition Conditions*, the following definitions apply (note that defined terms are shown in italics in the body of the document):

Adviser. Any or all of the *Professional Adviser*, *Probity Adviser*, and *Technical Advisers* involved in an *Architectural Competition*.

Architectural Competition. A process by which an architect or architectural design team and a design concept is selected for a project, based on the competitive submission of conceptual designs.

Client. The person or entity who will be the owner or operator of the completed project that is the subject of the competition (may or may not also be the Sponsor).

Competition. The particular *Architectural Competition* to which these *Conditions* refer.

Competition Brief/Brief. Detailed information provided to entrants, which sets out Client and project aspirations, site information, budget, functional requirements and any other parameters relevant to development of an effective design concept for the project.

Competition Conditions/Conditions. The documented set of requirements, principles and timelines that govern the conduct, judging and submission processes of an *Architectural Competition*.

Endorsement. Formal prior recognition by the Australian Institute of Architects that the proposed *Conditions* governing the conduct of an *Architectural Competition* are essentially consistent with the relevant requirements of the Institute's 'Architectural Competitions Policy.'

Entrant. An eligible person, entity or team that responds to an invitation to participate in an *Architectural Competition* and submits a compliant entry.

Expression of Interest (EOI) Stage. A preliminary stage of an *Architectural Competition* in which prospective *Entrants* are invited to submit details of relevant qualifications, background and experience only, which will be evaluated to determine the list of *Entrants* selected to participate in the next stage of the competition.

Final Concept Stage. The concluding stage of an *Architectural Competition*, in which *Entrants* are required to prepare a final design for evaluation by the *Jury* to determine the winning entry(ies).

Ideas Competition. A type of *Architectural Competition* that aims to explore major design issues and opportunities for a subject site, and where it is not the *Client's* intention to engage the author of the winning design to develop the design and complete the project.

Initial Concept Stage. The initial stage of an *Architectural Competition* in which *Entrants* are required to prepare a concept design for assessment by the jury, which will be evaluated to determine a short-list of *Entrants* to compete in the *Final Concept Stage*.

Jury. A panel of appropriately qualified individuals with responsibility for evaluating the design concepts submitted by *Entrants* in an *Architectural Competition* and for determining the winner(s).

Limited (open) Competition. An *Architectural Competition* that limits eligibility to a defined section of a specific cohort (for example ‘architects based in Sydney’ or ‘architects with demonstrated experience in hospital design.’)

Limited (select) Competition. An *Architectural Competition* that limits eligibility to an invited group of participants, from which a final group of *Entrants* will be selected, based on defined evaluation criteria or the outcome of an *Initial Concept Stage*.

Multi-stage Competition. An *Architectural Competition* in which *Entrants* progress to final judging through one or more preliminary submission stages.

Open Competition. An *Architectural Competition* that does not limit eligibility of entrants, other than in a very broad or general way (for example, to ‘architects’ or ‘students of architecture.’)

Probity Adviser. An appropriately qualified and independent person, who advises the *Professional Adviser*, *Sponsor* or *Client* on, and validates, the probity, equity and integrity of the processes of an *Architectural Competition*, where the project is of high value, is highly complex, unusual or contentious, or is politically sensitive.

Professional Adviser. A registered architect, or other appropriately qualified person, who advises the project *Sponsor* or *Client* on the conduct of an *Architectural Competition*, and who prepares and coordinates the running of the competition on their behalf.

Project. The development, building, complex, object or physical environment that is the subject of design concepts prepared by *Entrants* in an *Architectural Competition*.

Project Competition. An *Architectural Competition* to select the design that best responds to the *Competition Brief*, and where it is the *Client’s* intention to engage the author of the winning design to develop the design and complete the project.

Select Competition. An *Architectural Competition* that limits eligibility to a small group of *Entrants* selected directly by, or on behalf of, the *Client*.

Sponsor. A person or organisation responsible for initiating and funding an *Architectural Competition* in order to select an architect or architectural design team and a preferred design concept for a specific project (may or may not also be the *Client*).

Technical Adviser. An expert adviser, appointed by the *Sponsor*, to provide detailed advice and evaluation of particular aspects of submitted entries, where such advice or evaluation may be beyond the scope or skills of the *Jury*.

APPENDIX A: RELATED DOCUMENTS

[Notes/instructions](#)

In addition to these *Conditions*, the following documents are made available for *Entrants* in relation to the *Competition*.

- *Competition Brief*
- Draft Conditions of Engagement

Documents are available at < [insert](#) >.

< *edit, delete or insert other documents as required*

< *insert instructions for Entrants to acquire additional documents*

APPENDIX B: ENTRANT DECLARATION FORM[Notes/instructions](#)

This form, fully completed and executed, is to be included as a separate accompanying document with any Stage B or Stage C submission.

I/We:

name of *Entrant* as shown on Registration Form

of

Address of Entrant

Address (line 2)

City

State

Postcode

confirm and declare that:

- I/we have read and understood the *Competition Conditions* and agree to be bound by them; and
- I/we have complied with the *Competition Conditions* in relation to the stage of the *Competition* to which the accompanying submission relates; and
- I/we meet all relevant eligibility provisions of the *Conditions*; and
- the work and material submitted is the original work of the *Entrant*, or I/we have all necessary consents, indemnities, licenses or assignments to present the material submitted as the work of the *Entrant*; and
- the person signing this declaration on behalf of the *Entrant* warrants that they are duly authorised to act on behalf of the *Entrant* and make the above declarations.

Dated this _____ day of _____

Day

Month

Year

Signature

Print name and title

APPENDIX C: DRAFT CONDITIONS OF ENGAGEMENT

< insert copy of draft Schedule or Annexure to a standard form Conditions of Engagement, intended as the Terms and Conditions under which the architect will be engaged to undertake the project and completed as fully as possible at the time of publication of these *Conditions* >

< OR, if the proposed Conditions of Engagement have been developed by legal advisers to the *Client* specifically for the *Project*, append the entire draft document >

Notes/instructions

- < *select one option only and edit as required*
- < *conditions of engagement should be appended for all competitions other than an ideas competition*